

**CORALSTONE CONDOMINIUM
RULES AND REGULATIONS:**

INTRODUCTION:

These Rules and Regulations are authorized by the Condominium Documents. (Declaration - 18.8, Article of Inc. – IV- 5. and Bylaws - 10). They are meant to ensure the enjoyment and the security of the Community for all residents. In order to be effective, the enthusiastic cooperation of all residents and guests is required.

The rules are not complicated, but knowledge of them is essential. Please read them through. If there is any doubt, please question a Director or the Management Company before any action is taken.

In addition, all residents are required to abide by the Condominium Documents. These rules are extensions or additions to the Documents.

Any person agreeing to abide by these Rules and Regulations also agrees to abide by the provisions of the Declaration of Condominium, the Articles of Incorporation and the Bylaws of the Coralstone Condominium and the Coralstone Condominium Association, Inc.

Residents and guests shall conduct themselves in a manner which will not interfere with the rights, comforts or convenience of other residents. Residents and guests shall also refrain from creating nuisances, which would unreasonably disturb or annoy other residents.

RESPONSIBILITIES OF UNIT OWNERS INCLUDE:

THE ACTS OF ANY OCCUPANT and/or THE ACTS OF ANY GUEST OF ANY OCCUPANT

Definitions:

- 1.) **Residents or Occupants:** Includes the resident owner of a Unit, anyone who rents or leases a Unit or any non-renter who is the principal occupant of a Unit. Guests are temporary visitors to residents or occupants.
- 2.) **Common Elements:** That portion of the Condominium property not included in the Unit.

Schedules:

The following are included in these Rules & Regulations:

	<u>Page</u>
1.) Schedule of Fees	8
2.) Schedule of Fines	9
3.) Other Actions	10
4.) Amenities: Rules & Regulations	11-12
5.) Clubhouse Reservations: Rules & Regulations	13

Schedules (continued):

Page

- | | |
|---|----|
| 6.) Copy of Clubhouse Reservation Form | 14 |
| a. Reserving the Clubhouse | |
| b. Deposit Fee Schedule Policy | |

Management Company:

Elliott Merrill Community Management (www.elliottmerrill.com)
835 20th Street
Vero Beach, FL 32960
Telephone: 772-569-9853 / Fax: 772-569-4300

Bob Begley, Property Manager / Barb Crespo, Administrative Assistant

NOTE: Complaints and requests for service must be made in writing to the Management Company; keeping in mind that owners are responsible for doors, door frames, windows, screens, patio enclosures, overhead garage doors and openers.

Work order forms are available in the rack on the Clubhouse office door.

Condominium Office at the Clubhouse:

Telephone/Fax 772-231-1931 (Fax is not monitored on a daily basis.)

RULES AND REGULATIONS:

A. Administration:

1.) Payment of special assessments shall be made at such places and times as designated by the Management firm. Payment of the regular monthly maintenance fee is due on the first day of the applicable month, and is payable to Coralstone Condominium Association, Inc.

Checks are to be mailed to:

FNB Lock Box Service
Coralstone Condo Association
P.O. Box 600
Stuart, FL 34995
COUPON MUST ACCOMPANY PAYMENT

2.) The Board of Directors of the Association may make additional rules as may be required from time to time. These additional rules and regulations shall be as binding as all other rules and regulations previously adopted.

B. General Rules:

- 1.) Hosts must accompany day guests while they are using the amenities; i.e., pool, clubhouse, tennis courts, exercise room.**
- 2.) Motor vehicle operators shall observe posted speed limits, directional signing and parking regulations.**
- 3.) Washing of vehicles is allowed only in the designated paved area by the Clubhouse. Oil changing is not allowed.**
- 4.) The Common Elements of the Condominium shall be decorated, furnished or altered only by the Association or with the prior written approval of the Association.**
- 5.) Underground services and utilities have been installed in the Condominium. Additional wiring, antennae or other services are unacceptable unless approved by the Association.**
- 6.) Unit owners shall not install any devices that protrude through the roof or walls of their unit or the building including: television or radio antennae, machines or air conditioning equipment.**
- 7.) Signs, notices, advertisements or other lettering to be displayed or disbursed on the Condominium property or in a unit must have prior Association approval.**
- 8.) Sidewalks and entrances shall be kept free and clear of any obstacles and only used for going to and from a Unit.**
- 9.) No clothes line or similar device is permitted on the Condominium property, nor shall clothes be hung that are visible from outside the Unit.**
- 10.) All windows shall be covered with fabric draperies in light neutral colors, shutters, mini-blinds or vertical blinds.**
- 11.) The Association must have a key to each Unit.**
- 12.) No flammable, combustible or explosive fluid or chemical substance shall be kept in any Unit or Limited Common Element or storage areas, except such as required for normal household use.**
- 13.) Owners must advise the Management Company of their mailing address and any extended period during which their Unit is to be unoccupied.**
- 14.) Each Unit Owner must advise the management company of the dates during which their Unit is to be occupied and by whom. This includes the owner and refers to seasonal changes and lease periods, but need not include short excursions.**

C. Garages and Parking:

- 1.) **Each Unit, including those Units in Village 1 that do not have a garage, has a garage space assigned for use by the Unit owner. Each resident is responsible for maintaining the cleanliness of their garage area. Overhead garage doors shall be closed when not in use.**
- 2.) **Allowable vehicles, boats or personal items may be housed in a Unit owner's internal garage space as long as the overhead doors close and the pedestrian doors are accessible.**
- 3.) **All Units, with the exception of one-bedroom villas, have a marked outdoor parking space. Some outdoor parking spaces are marked "Short Term." These are meant for short-term use by visitors and for brief use by occupants of nearby Units. Regular use of these spaces is prohibited. Parking spaces marked "Guest" are provided near the Clubhouse for overflow use.**
- 4.) **Using a garage or a parking space assigned to another Unit without prior permission is prohibited.**
- 5.) **Driving or parking on any grass area or sidewalk is prohibited. Buried irrigation lines in the grass are subject to damage from vehicles and the sidewalks were not built for vehicular traffic.**
- 6.) **Outside Parking of Allowable Vehicles or Other Use:**
 - a.) **Vehicles with a current valid registration, in presentable condition, good working order, with no permanent or temporary commercial markings, are acceptable. The following vehicles comply:**
 - Passenger cars
 - Passenger vans that have side windows and seats behind the driver
 - Utility vehicles, commonly called SUV's
 - Boats must be stored inside garages
 - Non-commercial pick-up trucks bed must be clean and empty or enclosed
 - Delivery and Service Trucks:
 - may park on roadways to load or unload or to provide services
 - are to be positioned so as to not impede normal traffic flow
- 7.) **Vehicles Not Acceptable for Parking:**
 - a.) **Oversize vehicles including moving, delivery trucks, and tractor trailers in excess of 30 feet in length are prohibited from entering Coralstone.**

7.) a Continued:

Residents expecting deliveries that might be dispatched on vehicles in excess of 30 feet in length should make prior arrangements to have their delivery transferred to smaller trucks outside the community. Other non-acceptable vehicles are:

- **Pick-up trucks with material or articles stored in the bed**
- **Commercial vehicles with permanent markings may not be parked overnight**
- **Boats that do not fit into garages are not allowed on the property**

D. Garbage:

- 1.) **Household garbage must be sealed in large plastic bags weighing no more than 40 pounds and placed inside occupant's own garbage container with a top or cover in place.**
- 2.) **Garbage must be set out on Tuesday and Friday morning prior to 10:00 a.m. so that wildlife does not get into it during the night. Containers shall be returned inside garages as soon as possible after pickup.**
- 3.) **Garbage which produces strong odors shall be carried directly to and deposited in the on-site dumpster.**
- 4.) **Hazardous waste including:**
 - **tires**
 - **batteries**
 - **partial paint cans**
 - **flammable liquids, etc.**

are to be disposed of off the property by the Owner.

- 5.) **Owners and tenants are responsible for cleaning up their own garbage storage area.**
- 6.) **Occupants leaving their Unit for extended periods shall carry and place garbage directly into the on-site dumpster.**
- 7.) **Pet waste shall be placed in plastic bags, secured, and deposited directly into the on-site dumpster.**
- 8.) **Recycle items are to be placed in the blue bins. (newspapers in one and plastic/glass containers/metal cans in another. These bins are to be placed next to the garbage for pick up on designated days. These items may also be placed in the marked, green containers located in the garbage container area at the main entrance.**

E. Pest Control:

- 1.) **As a deterrent to rodent infestation, residents are asked not to place edibles outside any Unit. Food placed with the intent of feeding desirable creatures, such as rabbits and squirrels, attract rats and mice.**

F. Pets:

- 1.) **Up to two household pets (cats or dogs) are permitted. Total pet weight may not exceed 30 pounds.**
- 2.) **Fish and birds are permitted as long as they are not kept for commercial purposes and are exclusively and continuously confined to tanks, cages, or other similar containers.**
- 3.) **No pet is permitted which creates an unreasonable source of noise or annoyance or danger to other residents of the Condominium.**
- 4.) **No pet may be kept outside of any Unit. Violations may result in fines or action to remove the pet.**
- 5.) **When exercising pets outside the Unit the following applies:**
 - a.) **Pets must be walked around the perimeter of the Condominium property, and never in close proximity to any Unit especially where they can be seen by other residents. (In other words, not in front of anyone's window.)**
 - b.) **Pet must be on a leash or other restraint at all times when outdoors (County Law)**
 - c.) **Pet owners must "stoop and scoop". Owner's must carry visible refuse bags. Violations may result in fines and/or action to remove the pet.**

G. Leasing:

- 1.) **Leasing of Units is allowed under the terms of the Declaration of Condominium, Article 18.4 - Leasing.**
- 2.) **A "Lease Application" form must be completed by the owner and lessee and submitted to the management company two weeks prior to the proposed date of occupancy. A single, nonrefundable, processing fee of One Hundred Dollars (\$100.00) must be attached to the application.**
- 3.) **A lease application will be approved if it contains the following information either in its body or by addendum:**
 - a.) **Names of all persons who will be occupying the Unit during the period of the lease**
 - b.) **Effective dates and terms of the lease**
 - c.) **Statement signed by the lessee that a current copy of the Coralstone Condominium Rules and Regulations has been made available and that all**

occupants of the unit during the term of the lease will abide by said Rules and Regulations.

- d.) Vehicle(s) make, model, year and license number which comply with the Association's definition of "Allowable Vehicles."
 - e.) Pet Registration form has been completed and submitted if applicable.
- 4.) A lease may be denied if the Unit Owner requesting approval of the lease is delinquent in the payment of any assessment, maintenance fee and/or fines.
 - 5.) The minimum leasing period is thirty (30) days. No unit may be Sublet.
 - 6.) In the event that a leased Unit is vacated within the first 30 days of a lease, that Unit may not be leased again during that 30 day period
 - 7.) When a Unit is leased, the Unit owner is not entitled to the use of the community amenities.
 - 8.) If a non-renter occupies a Unit during the owner's absence, no fee is required. However, the owner must notify the management company of the occupancy along with an affirmation that no payment has or will be received for the use of the Unit. The following information must also be supplied:
 - names of all persons occupying the Unit
 - dates of occupancy
 - that a current copy of the Rules and Regulations of the Coralstone Condominium has been made available and that all occupants of the Unit, during occupancy, will abide by said Rules and Regulations
 - vehicle(s) make, year, and license number
 - name, type and weight of all pets
 - pet policy will be strictly enforced

FEES AND FINES: Late fees are not fines and not subject to appeal procedures.

Schedule of Fees: (Bylaw 5.20.24)

Fee

- | | | |
|-----|--|----------------|
| 1.) | Assessment not paid within thirty (30) days of due date: | \$25.00 |
| | a.) Accounts not current at the end of a 15-day grace period are delinquent. Owners will be notified. Interest at the rate of 18% APR on delinquent amounts will accrue from the due date and will be added at the end of the month. | |

FEES AND FINES: (cont'd)

Schedule of Fees: (Bylaw 5.20.24)

Fee

b.) After forty-five (45) days, the owner will be notified that the account has been accelerated for the lesser dollar amount of six (6) times the monthly assessment or the amount due for the balance of the calendar year and that a lawsuit will be filed.

- | | | |
|-----|--|---------|
| 2.) | If a Lease Application/Lease Agreement is not completed by the first day of the lease or no notification to the management company of a non-rental use of the Unit, a late fee will be assessed. | \$25.00 |
|-----|--|---------|

Schedule of Fines: (Declaration 19.1.3 & Bylaw 5.20.22 & 24 as amended):

Fines are imposed for violations of the Declaration of Condominium, the Bylaws and the Rules and Regulations. There is an appeal procedure. Owners may appeal the imposition of fines within fourteen (14) days of notice and request a hearing before the Board of Directors to present their case. A guest or a tenant may be a violator of a rule, but it is the OWNER who will pay the fine.

- | | <u>Fine</u> |
|--|--------------------|
| 1.) (Declaration 18.4) Rental of a Unit for less than the minimum time of thirty (30) days: | \$50.00 |
| 2.) (Declaration 11.2 & 18.2) Unauthorized change to building, exterior appearance or landscaping is subject to notice with deadline for correcting said violation at the expense of the OWNER. Continued violation: | \$50.00 |
| 3.) (Declaration 18.7) Misuse or abuse of facilities or amenities: | \$50.00 |
| 4.) (Rules and Regulations, pg. 4 #11) If key and/or security code is not provided to access the Unit: (Entry will be forced in emergencies. Repairs for emergency entry damage is at the cost to the OWNER.) | \$50.00 |
| 5.) (Rules and Regulations, pg. 6 F1) Oversized or more than two (2) pets in a Unit will result in notice to owner and/or violator with a deadline for removal and a warning. Zero deadline for subsequent offenses. | \$50.00 |
| 6.) (Rules and Regulations, pg. 7 F5c) Not scooping waste will result in notice to owner and/or violator: | \$25.00 |

Schedule of Fines: (cont'd)

(Declaration 19.1.3 & Bylaw 5.20.22 & 24 as amended):	<u>Fine</u>
7.) (Rules and Regulations, pg. 7 F5b) Sheriff will be advised about dogs and cats not on a leash (County Law).	\$10.00
8.) (Rules and Regulations, pgs. 5D & 6D) Improper adherence to garbage/recycle rules will be noticed to violator by maintenance personnel. Continued violation will bring notice from the management company to violator:	\$10.00
For each subsequent violation:	\$10.00

Other Actions:

Certain violations of the rules require action other than fines. The prompt response to these violations is essential to the continued enjoyment and tranquility of the condominium community.

- 1.) (Declaration 18.4 & 19.4) When an occupant/tenant creates a serious nuisance or unreasonably annoys other residents, the violator and owner will be notified and warned of possible civil action.**
- 2.) Violations which will result in the owner and/or violator being notified and asked for compliance are:**
 - a.) (Rules and Regulations, pg. 11 Clubhouse Use) Persons under 21 using the amenities without proper adult supervision.**
 - b.) (Rules and Regulations, pg. 3 B2) Motorists exceeding speed limit.**
 - c.) (Rules and Regulations, pg. 4 C1) Overhead garage door left open for unreasonably long periods.**
 - d.) Improperly bypassing entry gates.**
- 3.) Violations which will result in the owner being notified with deadlines and warning that their vehicle will be towed:**
 - a.) (Declaration 4.5.1& Rules and Regulations, pgs. 4 & 5 C) Improper parking**
 - b.) (Rules and Regulations, pg. 5 C6 & 7) Improper vehicles.**
- 4.) (Rules and Regulations, pg. 7 G7) When non-residents are observed using the facilities, they should be asked to leave.**
 - a.) Non-resident owners using the facilities when their units are leased should be asked to leave, followed with a letter from the management company.**
 - b.) Trespassers: If trespassers are observed using the facilities, call the Sheriff's department for handling.**

AMENITIES: Clubhouse, Exercise Room, Pool, Tennis Court, Beach Access and Gazebo

1.) Clubhouse:

- a.) **Hours: 7:00 a.m. - 10:00 p.m.**
- b.) **SMOKING IS PROHIBITED**
- c.) **Persons under 21 must be accompanied by an adult resident at all times!**
- d.) **Thermostats are set and should not be adjusted (only authorized persons may do so). Where installed, time-set controls may be used.**
- e.) **The wearing of wet bathing suits is prohibited in the Clubhouse and exercise room. There are outside toilet facilities for pool users.**
- f.) **The use of roller skates/blades are not permitted in the Clubhouse, pool area or on the tennis courts.**
- g.) **Pool Table:**
 - **NO food or beverages on the table**
 - **Do NOT sit or lean on the table**
 - **When finished playing pool, replace plastic cover over the table and turn off lights.**

2.) Exercise Room and Sauna:

- a.) **Children must be accompanied by an adult resident and are not permitted to use exercise equipment.**
- b.) **Wet bathing suits are prohibited in the exercise room.**
- c.) **Bring towels to wipe down equipment after use and return equipment to its original location.**
- d.) **The sauna is a DRY sauna. NO water should be brought into the sauna.**
- e.) **Turn off sauna and interior light when finished.**
- f.) **EXIT door is for emergency use only and should not be used for access to the pool area. This EXIT door should not be propped open by exercise room users. As room is air conditioned, the temperature can be lowered by using the time-set switch in the hallway.**

3.) Swimming Pool Area:

- a.) **Children and day guests must be accompanied by an adult resident.**
- b.) **Untrained infant/toddlers must wear swimming-approved diapers (available at all local department stores).**
- c.) **No barbeque grills are to be set up on the pool deck. Propane-only grills may be used near the bar area (no grill drippings, please)**
- d.) **No running, diving or "horseplay" on the pool deck. (Courtesy towards other pool users is encouraged.)**
- e.) **There is no lifeguard on duty. Required safety equipment is located on the south fence (FOR EMERGENCY USE ONLY!).**

Amenities (Cont'd.)

Swimming Pool Area:

- f.) Please observe posted pool rules.
- g.) To maintain pool water temperature, the pool cover must be on during periods of high winds and/or low temperatures.

4.) Tennis Courts:

- a.) Proper attire is recommended.
- b.) Tennis shoes must be worn on the courts.
- c.) Close gates after using courts.
- d.) Guests must be accompanied by an adult resident.

5.) Beach Access:

- a.) Close and lock access gates.
- b.) Keys are to be supplied to tenants by unit owners/realtors.
- c.) When using beach shower, turn off water and close valve tightly.

6.) Gazebo:

- a.) Gazebo may be used for sedentary pleasures only. It is NOT a hangout. Children using the Gazebo must be accompanied by an adult resident.
- b.) Functions such as teas, yoga classes, general get-togethers are some acceptable uses of the Gazebo.
- c.) Please turn off fans and fan lights when through using the Gazebo. (General lighting is on a time switch.)

CLUBHOUSE RESERVATIONS - Rules and Agreement:

The Clubhouse is available for the enjoyment of all residents with the exception of private functions reserved in advance.

Only a resident owner or renter may reserve the Clubhouse.

The Clubhouse shall NOT be used for private entrepreneurial ventures.

No activity of any kind whatsoever where an entrance fee/admission charge for entry into the Clubhouse is permitted.

Termination Time of Functions: By 1:00 a.m.

The reserving party:

- a.) signing the Rules and Agreement must be present at all times during the use of the Clubhouse.
- b.) shall make sure that activities are confined to the Clubhouse and that guests park vehicles only in the designated visitor parking areas.
- c.) shall be responsible to maintain the level of noise at a tolerable level to insure that the 'quiet' enjoyment of other residents is preserved; guests must respect the quiet enjoyment and comfort of other residents when arriving and departing the Clubhouse.
- d.) is solely responsible for complying with all liquor licensing and permit requirements, if any. The consumption of food and beverages shall be confined to the Clubhouse.
- e.) is responsible for leaving the Clubhouse clean and orderly.

The management company and/or the Condo Association, at its discretion, has priority to reserve the Clubhouse for the exclusive use of Board-approved functions and/or activities.

The management company and/or the Condo Association shall have the right to terminate, without refunding deposit, any party or activity which, at management's/association's discretion, violates the terms of the Reservation Agreement or any Rules and Regulations relating to the use of the facility.

The management company and/or the Condo Association reserves the right to review the pattern of bookings to ensure that no resident or renter monopolizes the use of the Clubhouse to the disadvantage of others.

RESERVING THE CLUBHOUSE:

The Clubhouse may be reserved on a first-come, first-serve basis.

Exception: Christmas and New Year's Eve which are reserved for Coralstone Association functions.

The reserving party:

- a.) shall not hold Coralstone Condominium Association or its agent liable in case of injury.
- b.) will advise management company/association of estimated number of guests, nature of function, and any other information required.
- c.) shall not exceed twenty-five (25) guests without a waiver from the Board of Directors.

DEPOSIT FEE SCHEDULE:

The deposit fee for reservation of the Clubhouse shall be payable to Coralstone Condominium Association, Inc. at the signing of the Agreement. The deposit for damage and/or cleaning shall be One Hundred Dollars (\$100.00).

There will be an inspection of the Clubhouse prior to the function and after the function to determine if there is any damage. The Management/Association, at its sole discretion, shall determine the amount of deposit fee refund to be made to the reserving party.

The reserving party:

- a.) is expected to clean the facility to generally accepted standards by 10:00 a.m. the day following the party.**
- b.) shall pay to the association any additional damages or cleaning costs that exceed the security deposit. Management/Association shall have the absolute right to assess the damage.**
- c.) shall be advised in writing within three (3) days whether or not the security deposit will be refunded.**

Reserving party hereby acknowledges and agrees to abide by these rules governing the use of the Coralstone Condominium Association Clubhouse.

Reserving Party: _____ Date _____

Management Agent: _____ Date _____